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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

POST TO DOCKET

July 17, 2024

Judge Montali
FEDERAL BANKRUPTCY COURT ROOM 17
450 Golden Gate Avenue
Mail Box 36099
San Francisco, CA 94102-3551

FILED

JUL 22 2024

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

**Letter in Support of Will Abrams
PG&E Fire Victim Trust
PG&E Bankruptcy Case No. 19-30088(DM)**

Dear Honorable Judge Montali,

The purpose of this letter is to request that the court grant orders in favor of Will Abrams recently filed motions calling for transparency and accountability of the Fire Victim Trust. A forensic audit is definitely called for.

I previously wrote to this court, along with other trust oversight authorities on May 30, 2022, to request that the United States Trustee Program investigate the Fire Victim Trust by forensic audit.

My letter dated May 30, 2022 resulted in a mix of backlash and frustrating slow progress from the Fire Victim Trust.

My claims negotiation became more burdensome with the Fire Victim Trust with the trust requesting “trial-based evidence” required to prove my medical injuries I suffered in the 2017 Tubbs Wildfire. After many months back and forth, Brown Greer and the Fire Victim Trust stated that my determination would not change in amount without a letter stating very clearly that the medical injuries I suffer were directly caused by the 2017 Tubbs Wildfire. Negotiating the claim stalled as a result of this request because the Fire Victim Trust would not include several medical injuries in my claim until they received this doctor’s statement, despite being given all of the after-care summaries in real time that stated the cause of these conditions to be the smoke inhalation and fire related injuries.

I formally requested this letter from my physician Dr. Mendius, Neurologist, Sutter Hospital, Santa Rosa, CA on July 5, 2022. Dr. Mendius has been my primary care physician since 2004, so it is appropriate that he state this finding, having been my primary care doctor for 20 years. Dr. Mendius replied to me that such a document would require review and approval by Sutter Medical legal department. Dr. Mendius did write this medical statement on July 5, 2022 with the very specific diagnostic language and submitted it to Sutter legal for review and approval.

I was messaging Dr. Mendius in regards to the legal review 2-3 times a week between July 5, and August 18, 2024. At this time Dr. Mendius believed that legal would not approve the letter statement requested by the Fire Victim Trust.

In the interim I am watching the available trust balance dwindle and jointly with my attorney signed the determinations on the table at the time, excluding compensation for medical related injuries the Fire Victim Trust disputed as fraud without that specific letter and language from my doctor.

I don't like conspiracy theories and I could possibly get the "it's just a coincidence" response from the court. What happened while under duress, starving, sick and trying to pay the bills, I gave in. I signed all of my determinations on August 19, 2022. There was nothing else I could do. Then this happened-

August 19, 2022 is a Friday. My attorney was on vacation at the time and uploaded the signed determinations.

August 22, 2022 is that Monday. Sutter Legal released the signed sworn statement of Dr. Mendius in the exact language the Fire Victim Trust requested. Even Dr. Mendius stated "Wow, you've been railroaded".

If PG&E were not a criminal organization, I might have had a different reaction. My implication, my gut was just telling me this is not a coincidence. I don't know who or what transpired between Sutter Legal and the Fire Victim Trust, as they were definitely in communication. Sutter Hospital has a fairly large claim with the Fire Victim Trust.

It was end of discussion for the Fire Victim Trust. They would not accept this statement from my physician or re-evaluate my determinations on Monday, August 22, 2022. Even though not even a single business day had come between my signing the determinations and this letter being received immediately after. You signed it, too bad, so sad, you really needed that letter, but you signed, determinations done, no appeal. It felt like a retaliatory punch to the gut. There is no coincidence here. Yet I can't see my file and all the comments and reviews etc., etc. from the Fire Victim Trust to determine if this was a deliberate move of retaliation against me. Did they have Sutter withhold the letter until I signed?

Shortly after, I received a feeble payment on my determinations with a large sum of the pro rata withheld due to medical liens. The only party I could speak with directly is a designated PG&E Fire Victim Trust medical lien processor within my health insurance plan who told me repeatedly that he had not heard from the Fire Victim Trust in over a year and no one was actively resolving it. So, I asked if I could pay it directly and resolve the liens, to which he replied yes. So, in October 2023 I paid my off all medical liens myself so the Fire Victim Trust would have no excuse for withholding a large, large percentage of my payments in retention for medical liens.

This substantial delay is due to the fact that there now lies a discrepancy between what the PG&E Fire Victim Trust determined to be my 'covered' medical conditions, versus the longer list of medical conditions determined to be caused by the Tubbs Wildfire in black ink, in the words they required by my physician. I paid my medical costs for injuries I sustained in the Tubbs Wildfire that the Fire Victim Trust excluded from my determination.

This contradiction has caused me significant hardship. My health insurance is no longer covering any of the conditions I receive treatment for caused by the Tubbs Wildfire. Going forward I must pay cash in advance for all medical care I have received since paying the medical lien, along with a surcharge in the event of an emergency for certain procedures.

To add insult to injury, my attorney received payments from the Fire Victim Trust in June 2023 and paid me after his deductions, and then later had to retract both payments and contacted me asking me to return the deposited funds. Luckily, I still had the funds and they were returned to my attorney. Thus, delaying a lung biopsy I needed but now had no money to pay for. His explanation was that the check did not identify which client the funds were intended for, and he assumed me because I had previous payments, but he has two other PG&E Fire Victim Clients and stated they were the intended recipients. Those payments to me at the time would have taken me to the full 60% pro rata.

Over a year later and we had not received any additional funds from the Fire Victim Trust, even after she stated in an April 2024 interview that all accepted determinations were paid to 60%, Mine sure wasn't. Then the hammer came down in April 2024 for signing the releases. You have to sign the releases. My attorney did not receive anything about releases from the Fire Victim Trust to sign as of May 2024.

On May 10, 2024 I received a direct communication from Brown Greer attaching the releases and that they had discussed them with my attorney and I was ready to sign. I was unaware, and tried to open the releases to review them but could not. There was no access for me to review, download or print the releases. Sight unseen, all I could do was click a button to sign and accept. So, I had to forward them to my attorney. I never got a response back from him, so I signed them, because I read that if you don't sign, you don't get paid, and after a year of nothing from the Fire Victim Trust I was under serious duress. I signed

them. Didn't see them, couldn't read them, I had to assume that they were identical to the releases in the plan, but I do not know to this day what I signed.

There has been no discussion about interest or punitive damage payments from the Fire Victim Trust.

My health is in steady decline due to the significant delays in payments. Right now, my right lung is in partial collapse causing a dysfunction of my diaphragm. I've been in hospital and out again, all paid in cash. I have no more money for medical and a significant pulmonary study is required for me to get oxygen prescribed and a surgical biopsy. I can't do any of it. Because the Fire Victim Trust has not and will never make me whole. My claim is almost entirely medical related, and I needed all of it for medical costs no longer covered by health insurance. Even telling them I have not received all my claim doesn't matter, PG&E made you 100% whole and you have the money to pay it yourself. Uh, no I didn't, no I won't ever and this sucks because they are correct, uninformed but correct in terms of there is another responsible party who should pay.

Finally, the most gut-wrenching part of all of this is reading the news headlines that came out about the same time. The Honey Run Covered Bridge Association and Butte County both finalizing their claims for far more than the actual cost of the restoration costs for what was submitted in their claims. How much more? Honey Run Covered Bridge Association made a claim of \$2.4 million and received \$4 million in the final determination. Butte County made a claim of \$195 million and received a final determination of \$252 million.

Is it a coincidence that their claims are higher so that 65-70% pro rata does cover ALL of their submitted restoration costs and attorney's fees?

And one can't help but mention that in 2017 when the Honey Run Bridge was listed for sale on Zillow for \$25,000 and is a bridge that goes nowhere. Yes, that may sound crass but you can't make this up.

I have no qualms with the Honey Run or Butte County, in my mind for how they were treated by Judge Trotter and the horror of that fire they should get more.

The problem I have is this, if Brown Greer had whispered in my attorney's ear, "let's really bump up the claim number so she can get what she will need for medical care, because it looks like the pro rata will be 65-70%". I'm certain my attorney and I would have agreed, any fire victim would have taken that deal.

So that is just two examples that we, the lowest class victims know of in this process, its written in the news and there is joy and satisfaction on their part that "even with the pro rata at 65-70%, our determination is high enough that the funds we need to complete the work can be done."

That's great news. I couldn't be happier for the town of Paradise I mean they needed it for certain. The trickle-down effect of that, especially if it isn't just the two claimants, that the Fire Victim Trust may have inflated certain claimant's determinations to ensure their economic success for some and not for all fire victims is a strategic move, that has me sitting here comparing the cost for pulmonary studies, oxygen, and lung biopsies, another \$400,000 in medical and surgeries, vs. my Death with Dignity option is about \$300. That's the financial decision I have to make now.

It's not just me. Every other victim is affected the same way, all the circumstances are different, but it was all a loss for us the "low class victim". It was all PG&E's fault, not one person has gone to prison. And now we have some indication there may be some monopolizing of claims determinations to ensure 66-70% covers those claimants at 100% of their loss. Falsely inflated claim awards like these, tips the scales for many thousands of fire victims, the pro rata doesn't cut it after attorney's fees, lien deductions and inflation. Not to mention when your medical care is not covered anymore due to fault by others, you don't get negotiated reduced treatment rates.

That's not fair or equal treatment of fire victims. Before the Fire Victim Trust calls bullshit, (pardon my language) I just want to say, show us. There is a Prime Clerk, each of our claims are pre-loaded on the Kroll Web Site. Every claim is updated, pertinent dockets are attached. I can see and read the disbursements of other debtors. The Fire Victim Trust Claims are there too, but there is not one single update on the fire claims on the Kroll Prime Clerk website. So other claims in the bankruptcy have transparency except Fire Victims, that is unfair I can paste certain things together from the docket filings, but this is a lot of work. I just don't feel good, and I can't seem to rationalize that I must end my life so I don't despair my youngest daughter with a lifetime of outstanding medical bills that I can't pay because I am receiving only 66%, of the 66% payment after attorney's fees. While accumulating medical costs that I will never be able to pay. Death with Dignity is way cheaper.

My question to the Fire Victim Trust is this, *"Did claims processors inflate the amount of the submitted claim determination to ensure that certain claimants would recover 100% of their losses, ex post facto, based on a 65-70% pro rata, resulting in their payments giving them 100% relief, 100% whole?"* Spoiler alert- they will respond with a How dare you? And, Never, not once. Show us. Show your work. Kroll has a public domain and the Fire Victim Trust can have it uploaded to the Prime Clerk using the existing database. Of course, there will be redactions and sensitivity to deaths and illness. But the Fire Victim Trust can open the books and dispute "what it looks like" but showing us is necessary right now. If my two examples discussed herein are true, how many others are there? How inflated are these determinations for certain claimants? It could be significantly distorting the pro rata for the individual claimants. That is not fair or equal treatment.

I implore the court to order that the Fire Victim Trust begin immediate population of claim determinations, while leaving the original claim submitted on the Kroll Prime Clerk website. The system is in place and other debtors of the PG&E bankruptcy have full transparency, so why don't fire victims?

I would like to publicly acknowledge and thank William Abrams for tirelessly fighting for the rights of fire victims. I hope that my experience will result in the court ordering transparency and the upload of fire victim claims and claims determination to the Prime Clerk Kroll website. Only then we will be fair and equal as with other debtors in the bankruptcy, and we may learn a horrible truth that tipped the pro rata scale to negatively impact us, the individual fire victims. Thank you Will Abrams.

Very truly yours,



Erica Gelsey